

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
CENTRAL DIVISION

| | | |
|-------------------------------|---|---------------------------|
| EQUAL EMPLOYMENT OPPORTUNITY |) | |
| COMMISSION, |) | |
| |) | |
| Plaintiff, |) | |
| |) | CASE NO. 10-4216-CV-C-NKL |
| v. |) | |
| |) | |
| COMPREHENSIVE HUMAN SERVICES, |) | |
| INC., |) | |
| |) | |
| Defendant. |) | |
| _____ |) | |

CONSENT DECREE

Plaintiff Equal Employment Opportunity Commission (hereinafter "EEOC") has instituted this action alleging that True North of Columbia, Inc. f/k/a Comprehensive Human Services, Inc. (hereinafter "True North") subjected Nancy Gause and Tracie Lawson to adverse employment actions by terminating Gause and demoting Lawson in retaliation for their complaints of sexual harassment in violation of Section 703(a) of Title VII, 42 U.S.C. § 2000e-2(a).

For purposes of settlement and compromise only, the parties have advised the Court that they wish to resolve the instant controversy without the expense, delay, and burden of further litigation;

THEREFORE, it is the finding of this Court, made on the pleadings and on the record as a whole and upon agreement of the parties, that: (i) this Court has jurisdiction over the parties to and the subject matter of this action, (ii) the requirements of the Title VII will be carried out by the implementation of this Decree, (iii) this Decree is intended to and does resolve all matters in

controversy in this lawsuit among the parties, and (iv) the terms of this Decree constitute a fair and equitable settlement of all issues in this lawsuit.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED as follows:

I. General Provisions

1. This Decree, being entered with the consent of the parties for purposes of settlement, shall not constitute adjudication on the merits of this lawsuit and shall not be construed as an admission by Defendant of any violation of Title VII.

II. Relief for Charging Party

1. Within fifteen (15) days of the Court's entry of the Consent Decree or receipt of a release signed by Nancy Gause, whichever is later, Defendant shall deliver by certified mail to Nancy Gause at her current home address, which shall be provided to Defendant by the EEOC:

a) a check made payable to Nancy Gause in the amount of \$40,000 as and for back pay, less any deductions for the employee's portion of FICA and applicable federal and state income tax withholdings, along with a statement itemizing the deductions made from the back pay amount and a completed form W-2;

b) a check made payable to Nancy Gause in the amount of \$45,000 as and for compensatory damages, along with a completed form 1099 designating such compensation as "other income."

2. Within fifteen (15) days of the Court's entry of the Consent Decree or receipt of a release signed by Tracie Lawson, whichever is later, Defendant shall deliver by certified mail to Tracie Lawson at her current home address:

a) a check made payable to Tracie Lawson in the amount of \$5,500 as and for back pay, less any deductions for the employee's portion of FICA and applicable federal and

state income tax withholdings, along with a statement itemizing the deductions made from the back pay amount and a completed form W-2;

b) a check made payable to Tracie Lawson in the amount of \$12,500 as and for compensatory damages, along with a completed form 1099 designating such compensation as "other income."

III. Posting, Policies, and Training

1. Within thirty (30) days of the entry of this Decree, Defendant shall post and cause to remain posted the Notice attached hereto as Exhibit C, in locations visible to all employees of True North at each of its sites in Columbia, Missouri, for a period of one (1) year, starting from the date of entry of this Decree.

2. Defendant shall, within thirty (30) days of entry of this Decree, adopt a policy prohibiting discrimination based on sexual harassment and retaliation, including a complaint procedure. Defendant shall post the policy and complaint procedure in locations visible to all employees in each of its sites in Columbia, Missouri for a period of eighteen (18) months, starting from the date of entry of this Decree. Defendant shall, at least fifteen (15) days prior to posting the policy and complaint procedure, provide a copy to Barbara A. Seely, Regional Attorney, Equal Employment Opportunity Commission, 1222 Spruce St., Room 8.100, St. Louis, Missouri 63103, for comment and approval.

3. Defendant shall post and cause to remain posted the posters required to be displayed in the workplace by EEOC regulation 29 C.F.R. §1601.30 in locations visible to all employees of True North.

4. Defendant shall, within six (6) months from the date of entry of this Decree, provide training on sexual harassment and retaliation for all management and non-management

employees at each of its sites in Columbia, Missouri. Defendant shall, at least thirty (30) days prior to the training, provide a copy of the training materials to Barbara Seely, Regional Attorney, for review and approval.

IV. Reporting, Record-keeping, and Access

1. Within six months of the entry of this Decree, and every six (6) months during the effective period of this Decree, Defendant shall provide written notification to Barbara A. Seely, Regional Attorney, of any internal complaints of sexual harassment made by any employee of True North, including the name(s) of the employee(s), the job title of the employee, the site at which the employee works or worked, a description of the investigation of the complaint(s), the finding of the investigation and a description of action taken, and/or the resolution of the complaint(s).

2. Within ninety (90) days of the entry of this Decree, Defendant shall prepare and submit to Barbara Seely, Regional Attorney, a letter affirming that the notices have been posted and that the posters have been posted as required by Section III, Subsection 1 and 3 above.

3. Within forty-five (45) days of the completion of the training required under Section III, Subsection 4, Defendant shall prepare and submit to Barbara Seely, Regional Attorney, a letter affirming completion of said training.

V. Term and Effect of Decree

1. By entering into this Decree the parties intend to resolve only EEOC Charge Number 560-2008-03269.

2. This Decree shall be binding upon the parties hereto, their successors and assigns. Defendant shall affirmatively notify any purchasers of the obligations of this Consent Decree prior to any sale which may take place.

3. This Decree shall be for a period of eighteen (18) months. The Court shall retain jurisdiction of this cause for purposes of enforcing the terms of this Decree.

4. Each party shall bear that party's own costs and attorneys' fees.

DATE: 6/1/11

FOR DEFENDANT:

by Laura Crouch
True North of Columbia,
Inc.

UNITED STATES DISTRICT JUDGE

FOR PLAINTIFF:

Barbara A. Seely
BARBARA A. SEELY
Regional Attorney

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